

called the 'Purchaser' of the other part (which Expression

inclides their legal heirs, executors, administrators and

assigns):



is constructed Simple attorned for

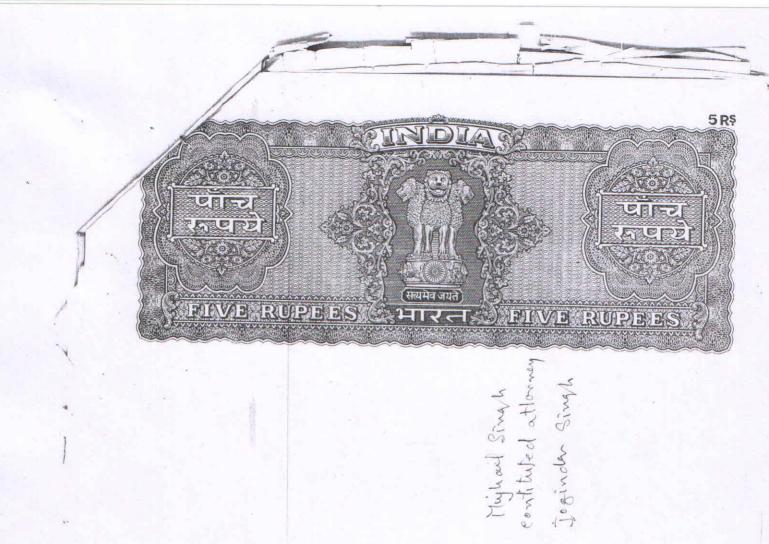
WHEREAS the property mentioned in Schedule A below was originally owned and possessed by late Niranjan Singh, the father of the vendor and after the death of late Niranjan Singh, the Vendor along with (1) Smt. Nasib Kaur, (2) Majhial Singh, (3) Tralok Singh and (4) Paramjit Singh inherited the same in accordance with the law of succession applicable to sikhs and all the legal heirs mentioned above amicably partioned the property in schedule A amongst themselves wherefor the property-in-schedule B has become the absolute share of the vendor and the vendor is now possessing the same to the exclusion of all other legal heirs mentioned above and who too duly received one fifth share of Schedule A property which consist of permanent structures all through.



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AND WHEREAS the vendor expressed his willingness through his duly constituted Attorney Majhial Singh residing at Kamala Bhawan, Pucca Bazar, P.O. Asansol, District Burdwan (Ref: General Power of Attorney dated 19th April 1984 executed by the Vendor and sworn before the Notary Public in and for the province of Manitoba (Canada) to sell the property in Schedule B at a consideration of Rupees thirty thousand only and the Purchasers jointly agreed to purchase the same at the said consideration being the present market value of the Schedule B property:

AND WHEREAS the said Attorney has been duly authorised by the vendor to negotiate for sell, to sell the property in schedule B, to accept the consideration money and to execute the deed of sale and give receipt therefor, to present the

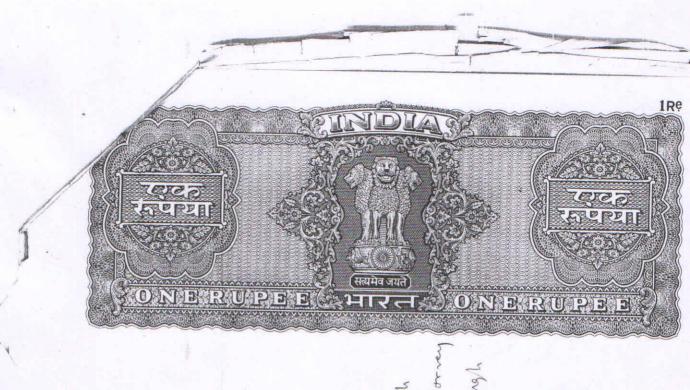


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deed of sale for registration and to admit execution thereof wherefor the Attorney is doing all such things by virtue of the power of Attorney referred to above:

NOW THEREFORE BY THIS DEED OF SALE IT IS AGREED:

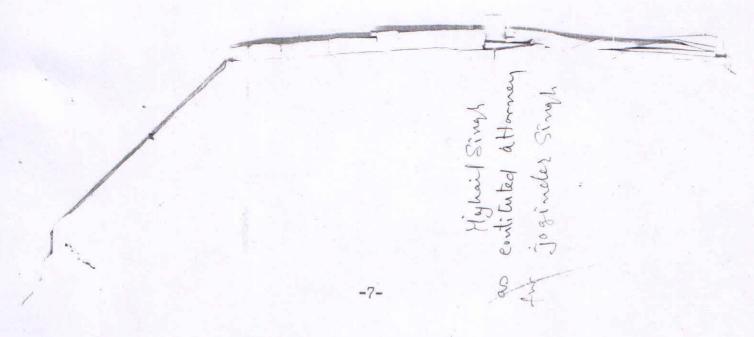
That in pursuance of the aforesaid offer and acceptance and in consideration of the sum of Rupees thirty thousand only paid by the purchasers to the vendor's duly appointed Attorney (the receipt whereof the Attorney of the vendor hereby acknowledges), the said vendor through his attorney hereby conveys to the purchasers jointly, the property in Schedule 'B' it below free from all encumbrances, charges or demands whatsoever the property-in-schedule A was purchased by the deceased father of the vendor by a registered deed dated 7th day of April 1949 (being no.1375 for the year 1949 before the Sub-Registrar, Asansol) and thereafter the said deceased father



Hajkail Singh For contituted attorney Toginden Singh

constructed pucca structure and during the time of the deceased father and after the death of the said deceased father the vendor is possessingthe the schedule 'B' property exclusively, peacefully and without any hindrance or objection from any quarter.

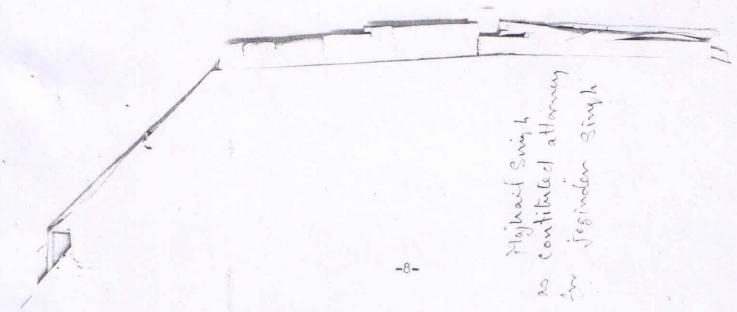
That the vendor is in full possession of the property-in-schedule 'B' andhe has not done any act, deed or thing where-by/wherefor the property may's be encumbered or may be subject to any attachmentor lien of any court of law nor the vendor has entered into any agreement, whether written or unwritten, registered or unregistered whereby there may be any difficulty in obtaining or retainting possession of the property by the purchaser after delivery of possession to be made by the vendor.



That the property hereby sold, as has already been stated is free from all encumbrances, charges or demands and this transfer is being made to the purchaser TOGETHER with all fights and easements, prescriptions etc., that the vendor has AND ALL ESTATE, RIGHT, TITLE, INTEREST, CLAIM AND DE-MAND whatsoever/ of the vendor in or to the said property hereby conveyed and every part thereof together with all rights of easements and appurtenances or reputed to belong or usually held, occupied or enjoyed therewith TO HOLD the same to the purchasers, their legal heirs, executors, administrators and assigns absolutely.

That the vendor does hereby deliver to the purchaser the possession of the property-in-schedule B and all the cpoies of the deeds has already been delivered to the purchasers along with municipal records and the Govt. rent receipts.

That the vendor and all persons claiming under him do hereby covenant with the purchasers, their legal heirs, executors, administrators and assigns that the vendor is now lawfully seised and possessed of the said property free from any encumbrances or defects whatsoever and that he has absolute authority to sell the said property in manner aforesaid, AND the purchasers, their legal heirs, executors, administrators and assigns may hereafter peaceably and quitly enjoy and possess the said property in khas or through tenants or in any manner they like and if they desire to sell the



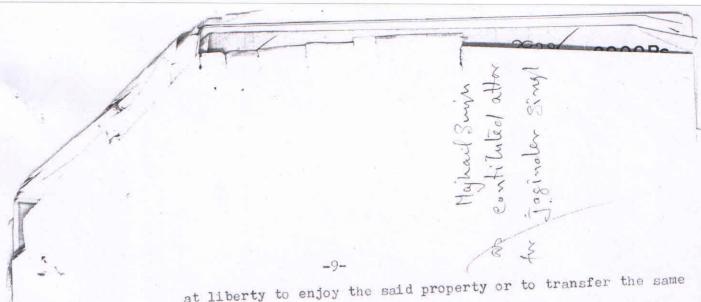
property they may do so without ahyclaim or demand whatsoever from the vendor or any person claiming through or under him.

AND the vendor, his legal heirs, executors, administrators and assigns covenants to save harmless and keep indemnified the purchasers, their legal heirs, administrators or assigns from and against all encumbrances, charges and equities whatsoever.

AND the vendor, his legal heirs, executors, administrators and assigns further covenant that he or they shall at the cost and request of the purchases, their legal heirs, executor—s, administrators and assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further or more perfectly assuring the said property and every part thereof in manner aforesaid as also putting his purchasers in possession of the same according to the true intent and meaning of this deed.

AND it is hereby further declared that the vendor has paid u all taxes or dues as payable for the said property andif any— thing is found due, the vendor hereby undertake to bear the responsibility for the same.

AND the vendor hereby declares that the purchasers, their legal heirs, executors, administrators and assigns shall be



at liberty to enjoy the said property or to transfer the same or to make constructions thereon and enjoy all other rights as usually pass on such sale.

AND the purchasers shall be at liberty to mutate their names in the appropriate records, municipal records and at any other place/s which may be required by the purchasers and the vendor on behalf of self and his legal heirs, executors, administrators and assigns give consent to such mutation and if necessary undertake to execute such documents as may be required by such authority.

## SCHEDULE - A.

Within the District of Burdwan, P.S., Chowki and Sub-Registry Asansol, mouza Asansol Municipality, J.L.No.20, parga -na Shergarh, Touzi No.19 Manbhum, appertaining to R.S.Khatin no. 2371 corresponding to C.S.Khatian No.1090, R.S.Plot No. 20211 & 20212 corresponding to C.S.Plot No.9316, measuring eight cuttahs and five chataks i.e., 127 in R.S.Plot No.20211 and .009 in R.S.Plot No.20212. The rent of the land with building is Rs.4.50 payable to the state of West Bengal throu JIRO/Asansol. The satta of the vendor has been described as Dakhalkar Basat Praja in R.S.Record of Rights. The measurement is 111!ft on the morth east, 105'ft 3"inches on the west, 67'ft.

